

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

-----X 1:22-CV-01154-JPO
PENN-STAR INSURANCE COMPANY,
Plaintiff,

STIPULATION
AND
ORDER

-against-

LORING PLACE REALTY LLC, JOHN L. REYNOSO,
STARRY, INC. a/k/a PRECISE STARRY, INC., YMY
ACQUISITIONS LLC, and THE PHOENIX INSURANCE
COMPANY,

Defendants.

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LORING PLACE REALTY LLC,
Third-Party Plaintiff,
-against-

THE PHOENIX INSURANCE COMPANY,

Third-Party Defendant.

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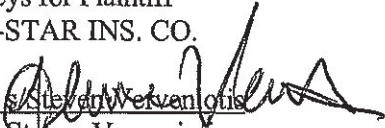
It is hereby STIPULATED AND ORDERED as follows:

- A) The policy numbered PAC7196481 issued by Penn-Star to Loring Place Realty LLC (“LORING”) for the policy period of September 17, 2020 to September 17, 2021 (the “Policy”) does not afford coverage as to the accident and claims asserted in the lawsuit captioned John L. Reynoso v. Loring Place Realty LLC, filed in the Supreme Court of the State of New York, County of Bronx under Index Number 809622/2021E (the “Reynoso Action”), including any third-party claims, cross-claims and counterclaims in that lawsuit; and
- B) Penn-Star has no obligation to afford a defense to any party or indemnify any party as to the accident and claims asserted in the Reynoso Action, such that it may withdraw its defense of Loring in the Reynoso Action; and


- C) The Parties stipulate and agree that this Stipulation and Order does not apply to or affect any other submission for defense and indemnification by LORING and YMY ACQUISITIONS LLC, and the Parties are resolving their disputes solely with respect to the Reynoso Action.
- D) Phoenix Insurance Company ("Phoenix") will defend LORING and YMY ACQUISITIONS LLC in the Reynoso Action subject to a reservation of rights as to whether Phoenix has to indemnify LORING as an additional insured under the primary and umbrella policies issued by Phoenix to STARRY, INC. a/k/a PRECISE STARRY, INC (the "Phoenix Policies") as to the claims asserted in the Reynoso Action, as to which LORING and REYNOSO reserve all rights to challenge Phoenix's position as to indemnity under the Phoenix Policies; and
- E) Phoenix will pay to Penn-Star the sum of \$21,000.00 in settlement of all claims as to past defense of LORING and YMY ACQUISITIONS LLC in the Reynoso Action; and
- F) The parties to this action otherwise waive claims of attorney's fees for this matter.

Dated: April 17, 2025

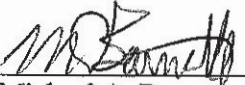
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1. The motion for summary judgment at ECF No. 134 is hereby denied as moot.
2. The Clerk is directed to terminate the motion at ECF No. 134.
3. The parties are directed to inform the Court within one week whether this stipulation resolves all claims, including third-party claims, such that this case can be closed.

SO ORDERED.


J. PAUL OETKEN
United States District Judge

Dated: 4/24/2025
New York, New York